

EXHIBIT J

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

ROGER PARKER,

Plaintiff,

v.

PERDUE FOODS, LLC,

Defendant.

CIVIL ACTION

NO. 5:22-CV-00268-TES

DECLARATION OF KATHRYN MIZELL

I, Kathryn Mizell, hereby declare and state under penalty of perjury as follows:

1. I am over the age of eighteen years and am competent to testify regarding the facts detailed herein.

2. I am not a party to the above-entitled matter and provide the following testimony without remuneration for the same.

3. I am currently a grow out manager for Perdue Foods LLC (“Perdue”) and have been in this position since December 2023. I was also a grow out manager for Perdue from July 2017 to February 2020. In this position, I am generally responsible for assisting with the settlement process at the end of flocks and communicating with flock advisors about what they should be talking to their independent contractor growers (also referred to as farmers) about. In addition, I was also a feed mill manager for Perdue from February 2020 to December 2023. In my positions, I have always worked supporting the Perry, Georgia operation for Perdue.

4. During 2018 and 2019, I was responsible for supervising the flock advisors who worked with Roger Parker (“Parker” or “Plaintiff”)’s farm, Hazel Lee in Milledgeville, Georgia.

In connection with my position and my given experience with Perdue in my current position and previous positions, I have personal knowledge of Hazel Lee farm.

5. On June 11, 2018, Plaintiff sent a text message to me advising that he was considering selling Hazel Lee farm, and inquiring as to what would need to be done for someone to purchase it. A true and accurate copy of these text messages are attached as Exhibit A.

6. On September 17, 2018, Plaintiff requested, via text message to me, that Perdue provide financing for Plaintiff to upgrade his houses to Tier 4. A true and accurate copy of these text messages with Roger Parker are attached as Exhibit B. However, it is my understanding that Perdue had already loaned Plaintiff money in or about 2013 to be used for completing Tier 4 upgrades. And, despite the fact that Perdue loaned him the money for the specific purpose of completing the Tier 4 upgrades, Plaintiff never actually completed those upgrades.

7. In response to Plaintiff's September 17, 2018, request, I informed Plaintiff that Perdue would not provide additional financing because he did not complete the Tier 4 upgrades as required by the prior loan. *See* Attached Exhibit B.

8. On or about October 16, 2018, I sent a letter to Plaintiff via certified mail advising him that he was not in compliance with his obligation under Section II, part B of the 2016 Poultry Producer Agreement ("PPA") "[t]o feed, water, care for and otherwise manage the birds consigned, to provide the necessary housing, utilities, equipment, labor and supplies and to maintain such housing and equipment in a state of good repair and operable condition." A true and accurate copy of this letter is attached as Exhibit C. The letter further advised that Perdue would not place any more birds at Plaintiff's farm until he made necessary repairs to the farm, as set forth in the letter and as required by the PPA. (*Id.*) The issues identified in the letter were repairs, not

upgrades. The issues appeared to be caused by a lack of routine maintenance and upkeep by Parker, and if not resolved, could have harmed birds placed on the farm.

9. On February 5, 2019, I received an email from Bradley Bennett with visit notes regarding issues at Hazel Lee farm. A true and accurate copy of his email with notes is attached as Exhibit D. In these notes, Bradley outlines specific issues in each of the growing houses at Hazel Lee, including issues with fans, heaters, cool cells, ventilation, tunnel cables, and holes in the walls and ceiling. These were issues that would cause animal welfare issues if not repaired and were issues that represented Parker was not adequately maintaining his housing and equipment in safe and operable condition.

10. On February 13, 2019, I re-sent the October 16, 2018, letter with the PPA to Plaintiff via email, along with additional notes regarding the continuing unsuitable animal welfare conditions at Plaintiff's farm taken during a visit to the farm on February 4, 2019. A true and accurate copy of this email is attached as Exhibit E.

11. On or about June 28, 2019, I also visited Hazel Lee farm and observed the conditions of the birds. At this time, there were multiple issues with the farm, including repairs and maintenance needed to the feeders and drinkers among other issues. At this time, Parker's Hazel Lee farm was in worse condition than any other grower's farm in my area.

12. During Roger Parker's last flocks at Hazel Lee farm, Flocks 54 and 55, the flock advisor, Bradley Bennett, also noted numerous issues with the chicken houses that needed to be fixed. These issues in the flock reports were routine maintenance and upkeep that Roger Parker was failing to do on the farm. A true and accurate copy of the 2019 flock reports I reviewed for Hazel Lee farm are attached as Exhibit F. Over time, these issues began to grow and become more

severe, resulting in animal welfare and biosecurity concerns. If left unaddressed, these issues would have resulted in injury or harm to the birds and even bird loss.

13. For example, Bennett noted in the flock reports in 2019 that there were multiple issues with fans not working in the house and vents being open. This can create animal welfare issues because the birds can become hot and stressed without adequate air circulation. In addition, without air circulation, moisture and ammonia build up in the house. This can hurt the paws of the birds and lead to respiratory issues with the birds, and ultimately, result in death. This is especially true in the intense summer heat.

14. In addition, Bennett noted issues with drinkers not being adequately raised for the birds. This also results in animal welfare issues as it makes it hard for the birds to drink water and results in a buildup of moisture in the house. A buildup of moisture results in the caking of litter and more ammonia in the growing houses. As noted above, this can hurt the birds' paws, resulting in birds becoming lame, and causes respiratory issues.

15. Further, Bennett also noted that feeders were not working properly in multiple houses. This presents animal welfare issues as birds may not receive enough food or may crowd the few feeders that are properly working. Crowding can result in birds scratching and hurting one another. Further, without adequate food, birds may not thrive and can even die. In addition, the spilling of feed onto the floor of the house also leads to contamination of the food that birds are eating.

16. Bennett also reported that back-ups were not working in at least one of the houses. This is an issue because the back-ups ensure that if there is a power failure, there is a back-up that will cut on certain fans if the house reaches a certain temperature. If the back-up fails and these fans fail to cut on, this could result in a loss of the entire house of birds.

17. Bennett also noted that grass was not being mowed. This is both animal welfare and a biosecurity issue as rodents can live in the grass. Rodents can spread disease, such as salmonella, to the birds.

18. Finally, Bennett also noted that Parker was not regularly picking up the deceased birds in the house. This is also an animal welfare issue and can harm the remaining birds.

19. Overall, many of the issues noted in the flock reports were routine maintenance and upkeep that Parker was failing to do, resulting in animal welfare and biosecurity issues.

Pursuant to 28 U.S.C. § 1746, I hereby declare under penalty of perjury that the foregoing is true and correct according to my personal knowledge and, if called as a witness, I could and would testify truthfully thereto.

Dated 7/14/2025.

Signed by:


9736771716F6477...
Kathryn Mizell

EXHIBIT A

+ [REDACTED] 2260
Dale Parker <+ [REDACTED] 2260>
Unknown
Dale Parker <+ [REDACTED] 3830>
KATHRYN MIZELL <+ [REDACTED] 1165>
Kathryn [REDACTED]

Earliest item: 2018-06-11 16:23:25

Latest item: 2018-06-11 16:26:28

Monday 11 June 2018

Instant Message : Native Messages

16:23:25

From

Dale Parker <+ [REDACTED] 2260>

Please call me when possible. Were considering selling our milledgeville farm due to my heart failure.
Im seeking what would need to be done in order for someone to purchase it.

Instant Message : Native Messages

16:26:28

From

KATHRYN MIZELL <+ [REDACTED] 1165>

Ok. I will call you today. I'll tell you that Dan handles that usually and he is on vacation so we may not
get solid answers until after he gets back.

End Thread

Thread Statistics

Instant Message Count

2

EXHIBIT B

Instant Message : Native Messages
13:26:45

From
KATHRYN MIZELL <[REDACTED] 165>

Yes I think so.

Instant Message : Native Messages
13:28:29

From
Dale Parker <+[REDACTED] 260>

Ok

Instant Message : Native Messages
13:29:35

From
Dale Parker <+[REDACTED] 260>

These trailer numbers are jacked up to say the least. Its impossible to keep up with them easily.

Instant Message : Native Messages
13:30:06

From
KATHRYN MIZELL <+[REDACTED] 165>

I'll let the plant know.

Instant Message : Native Messages
13:31:32

From
Dale Parker <+[REDACTED] 260>

I don't think the bank is going to help me. I have it half paid off and i guess they might want it back.

Instant Message : Native Messages
13:33:56

From
Dale Parker <+[REDACTED] 260>

Clay talked with them and the power company last week.

Did they give a reason?

Instant Message : Native Messages
13:36:52

From
Dale Parker <+[REDACTED] 260>

I just finished paying off my loan with yall that was 3,500 a flock last growout.

Instant Message : Native Messages
16:40:15

From
Dale Parker <+[REDACTED] 260>

The bank it seems is going to give me all this check to pay the bill.

I also really hate not performing well. My floors are wet. Im wanting to replace them before i place back. Will yall still finance them for me in 5 houses?

Instant Message : Native Messages

16:40:20
From KATHRYN MIZELL <[REDACTED] 165>

I'm driving with Do Not Disturb While Driving turned on. I'll see your message when I get where I'm going.

Instant Message : Native Messages
16:40:20

From KATHRYN MIZELL <+ [REDACTED] 165>

(I'm not receiving notifications. If this is urgent, reply "urgent" to send a notification through with your original message.)

Instant Message : Native Messages
17:08:45

From KATHRYN MIZELL <+ [REDACTED] 165>

What is it that you want financed?

Instant Message : Native Messages
17:09:03

From Dale Parker <+ [REDACTED] 2260>

Water lines

Instant Message : Native Messages
17:09:25

From Dale Parker <+ [REDACTED] 2260>

Im on 17" centers

Instant Message : Native Messages
17:14:29

From KATHRYN MIZELL <+ [REDACTED] 165>

No. We will not finance them. Perdue loaned you money for Tier 4 but it was not finished.

Instant Message : Native Messages
17:15:26

From Dale Parker <+ [REDACTED] 2260>

Can you give me a reason it has changed?

Instant Message : Native Messages
17:16:02

From KATHRYN MIZELL <+ [REDACTED] 165>

Perdue loaned you money for Tier 4 but it was not finished.

Instant Message : Native Messages
17:22:02

From Dale Parker <+ [REDACTED] 2260>

I was told i could get them when my loan was paid in full.

Yall know i had a heart attack and later a pace maker then my heart function was 5-8% but now is 25%. This is why i didnt get it done.

Instant Message : Native Messages
17:24:26

From

Dale Parker <+[REDACTED]2260>

I have that message that i could.

Instant Message : Native Messages
17:24:36

From

Dale Parker <+[REDACTED]2260>

Also

Instant Message : Native Messages
17:25:10

From

Dale Parker <+[REDACTED]2260>

What changed

Instant Message : Native Messages
17:25:35

From

KATHRYN MIZELL <+[REDACTED]165>

The tier 4 upgrade was not finished.

Instant Message : Native Messages
17:27:14

From

Dale Parker <+[REDACTED]2260>

I didnt have them done when i was told i could after i paid them off. While in the middle of my heart issue.

Instant Message : Native Messages
17:27:32

From

Dale Parker <+[REDACTED]2260>

What changed

Instant Message : Native Messages
17:31:52

From

Dale Parker <+[REDACTED]2260>

Do yall want me to not compete? Im on 17" centers between nipples competeing with 8" and 10" centers on the lines. Plus the new ziggitys they're leaking.

Instant Message : Native Messages
17:33:59

From

Dale Parker <+[REDACTED]2260>

If i get my production up i can pay my bills and be able to survive

Instant Message : Native Messages

EXHIBIT C

Roger D. Parker & Linda G. Parker
dba Hazel Lee Farm
[REDACTED]
Milledgeville, GA 31061

October 16, 2018

Dear Mr. & Mrs. Parker,

The purpose of this letter is to let you know that Perdue will place chickens at your farm, Hazel Lee Farm, as soon as certain repairs are made to the farm.

Flock visitation reports show that you were informed about issues with your fans at least three times, starting at placement. On September 11, your flock advisor checked the fans again. His findings indicate that 19 of your 54 fans were not working, dog houses are not sealed, there are holes in the tin that could allow chicks out or rodents in to houses. This is a short list of the findings from this flock and previous flocks. Unfortunately, your farm is not in a condition that is suitable for animal welfare.

On December 16, 2016 you signed the Poultry Producer Agreement. In Section II, part B you agree to the following:

To feed, water, care for and otherwise manage the birds consigned, to provide the necessary housing, utilities, equipment, labor and supplies and to maintain such housing and equipment in a state of good repair and operable condition.

A copy of the Poultry Producer Agreement is attached to this letter.

To be compliant with the Poultry Producer Agreement, you will need to complete the following prior to the next placement is scheduled.

1. Repair and/or replace any fan that is not working. All fans must work correctly prior to scheduling placement.
2. Repair and/or replace any broken or missing fan shutters. All fans must work correctly prior to scheduling placement.
3. Repair and/or replace any heater that is not working. All heaters must work correctly prior to placement.
4. All propane tanks are 70% full.
5. Replace the missing cool cell pads. The entire tunnel area should have cool cells.
6. Repair the tunnel doors in House 2.
7. The dog houses where the cool cells are, need to be sealed up.
8. Patch holes in houses that would allow chicks to get out or wild animals to get into houses.
9. Clean, disinfect, and flush drinker lines.

Your cooperation is appreciated. Once you have these items completed contact me 478-258-1165 to schedule an inspection.

Thanks,



Kathryn Mizell

Growout Manager

EXHIBIT D

Mizell, Kathryn

From: Bennett, Bradley
Sent: Tuesday, February 05, 2019 9:37 AM
To: Mizell, Kathryn
Subject: Notes from the visit to Hazel Lee on 2/4/19
Attachments: Hazel Lee visit notes 2-4-19.docx

Attached are the notes from yesterday's visit at Hazel Lee.

1 of 6

2 of 6

In house #1 here is the information;

Fans

Tunnel fan 1 runs

Tunnel fan 2 runs but needs a bearing because the blade wobbles in the housing

Tunnel fan 3 runs but the base is rusted out

Tunnel fan 4 runs

Tunnel fan 5 doesn't work missing fan blade and belt

Tunnel fan 6 runs

Tunnel fan 7 runs but needs new bearings because the blade wobbles in the housing, and the base is rusted out

Tunnel fan 8 runs but needs new bearings because the blade wobbles in the housing and the shutter won't close

Tunnel Fan 9 runs

Heaters

Could not check heater in this house because there was no gas in the tank for the house.

The doors need to be sealed all the way around the house. There are holes along the base of the walls where birds can get out and predators can get in at. The cool cells are falling in on the left-hand side of the house. The tunnel doors need to be tightened and the material that is covering the tunnel opening on the house where the cool cells haven't been extended to needs to be free of holes. The sidewalls toward the rear of the house has holes in them.

House #2

Fans

Tunnel fan 1 is not working correctly because the shutter will not open, fan would come on

Tunnel fan 2 runs

Tunnel fan 3 runs, base is rotted out

Tunnel fan 4 not running

Tunnel fan 5 runs

Tunnel fan 6 runs

Tunnel fan 7 runs

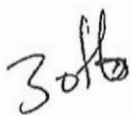
Tunnel fan 8 runs

Tunnel fan 9 runs

Heaters

The fifth heater from the front of the house is not working and heater #4 in the rear of the house is not working. All heaters need to be blown out and adjusted.

There are multiple lights out in the rear of the house causing a drastic difference from the front of the house and the rear of the house. Vent machine and tunnel machine are working but the tunnel doors need to be adjusted to close completely. The vents need to be gone through because there are some with broken hinges.


Perdue 001359

The tunnel doors need to be tightened and the material that is covering the tunnel opening on the house where the cool cells haven't been extended to needs to be free of holes. The doors need to be sealed all the way around the house. There are holes along the base of the walls where birds can get out and predators can get in at.

House 3

Fans

Tunnel fan 1 runs but the shutter doesn't close
Tunnel fan 2 runs but the shutter doesn't close
Tunnel fan 3 doesn't run properly because the shutter is stuck close
Tunnel fan 4 runs but the shutter doesn't close
Tunnel fan 5 doesn't run properly because the shutter is stuck close
Tunnel fan 6 doesn't work
Tunnel fan 7 runs
Tunnel fan 8 doesn't work
Tunnel fan 9 runs

Heaters

Heater 5 in the rear of the house is not working, all heaters need to be blown out and adjusted.

The tunnel cable was broken in this house. The tunnel doors need to be tightened and the material that is covering the tunnel opening on the house where the cool cells haven't been extended to needs to be free of holes. The dog house needs to be sealed up completely and the cool pads do not need to be falling out. The doors need to be sealed all the way around the house. The vents need to be gone through because there are some with broken hinges.

House 4

Fans

Tunnel fan 1 runs but doesn't close
Tunnel fan 2 runs
Tunnel fan 3 doesn't work
Tunnel fan 4 doesn't work properly because the shutter is stuck
Tunnel fan 5 doesn't work
Tunnel fan 6 doesn't work
Tunnel fan 7 runs but needs new bearings
Tunnel fan 8 runs
Tunnel fan 9 runs

Heaters

Yoh

Heaters 4&5 in the rear of the house do not work properly. Heaters 1&2 have a broken cable that holds them up from the ceiling. All heaters need to be blown out and adjusted.

There is tin coming off the roof in the front of the house. There is a decent size hole in the ceiling on a seam by the control room where insulation is starting to come down at. The attic access needs to be sealed up. One of the tunnel cable were broken as well. The vents need to be gone through because there are some with broken hinges. The tunnel doors need to be tightened and the material that is covering the tunnel opening on the house where the cool cells haven't been extended to needs to be free of holes.

House 5

Fans

Tunnel fan 1 doesn't work properly because the shutter doesn't open

Tunnel fan 2 runs

Tunnel fan 3 doesn't work

Tunnel fan 4 doesn't work

Tunnel fan 5 doesn't work, base is rusted out

Tunnel fan 6 runs

Tunnel fan 7 runs

Tunnel fan 8 runs but needs new bearings

Tunnel fan 9 runs

Heaters

Heaters 4&5 are not working properly, the house is missing the second heater from the front of the house. The heater need to be blown out and adjusted as well.

The vents need to be gone through because there are some with broken hinges. The tunnel doors need to be tightened and the material that is covering the tunnel opening on the house where the cool cells haven't been extended to needs to be free of holes. The tunnel cable is broken in the front of the house. Also, there is tin off the roof midway down the house behind the feed bins.

House #6

Fans

Tunnel fan 1 not working properly because the shutter won't open

Tunnel fan 2 doesn't work and tripped the breaker

Tunnel fan 3 runs but needs new bearings

Tunnel fan 4 doesn't work properly it barely spinning the blade

Tunnel fan 5 runs but the shutter doesn't close

Tunnel fan 6 doesn't work

Tunnel fan 7 runs

Tunnel fan 8 runs

Tunnel fan 9 runs

5 dfb

Heaters

Heater #4 doesn't work and the first heater in the front of the house doesn't work. All the heaters need to be blown out and adjusted.

The tunnel machine doesn't work and tunnel doors need to be tightened and the material that is covering the tunnel opening on the house where the cool cells haven't been extended to needs to be free of holes. The sidewall vents need to be adjusted so they close completely and properly. There is a water leak on the far side of the house near the cool cell it appears to be a supply line to the houses where it froze.

6086

EXHIBIT E

Mizell, Kathryn

From: Mizell, Kathryn
Sent: Wednesday, February 13, 2019 4:15 PM
To: [REDACTED]
Subject: The documents you requested
Attachments: Letter and producer agreement.pdf; Bradley's notes 2.5.19.pdf

Dale,

Attached is the letter and producer agreement that was sent back in October. Also attached is the notes from Bradley's visit to check the progress of the list shown in the letter from October. Please let me know when you get this email.

Kathryn Mizell
Grow Out
Perdue Foods
1 Industrial Park Ct Suite D
Forsyth GA 31029
[REDACTED]

Mizell, Kathryn

From: Bennett, Bradley
Sent: Tuesday, February 05, 2019 9:37 AM
To: Mizell, Kathryn
Subject: Notes from the visit to Hazel Lee on 2/4/19
Attachments: Hazel Lee visit notes 2-4-19.docx

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1 of 6

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Tunnel fan 4 runs

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Tunnel fan 6 runs

Tunnel fan 7 runs but needs new bearings because the blade wobbles in the housing, and the base is rusted out

Tunnel fan 8 runs but needs new bearings because the blade wobbles in the housing and the shutter won't close

Tunnel Fan 9 runs

Heaters

Could not check heater in this house because there was no gas in the tank for the house.

The doors need to be sealed all the way around the house. There are holes along the base of the walls where birds can get out and predators can get in at. The cool cells are falling in on the left-hand side of the house. The tunnel doors need to be tightened and the material that is covering the tunnel opening on the house where the cool cells haven't been extended to needs to be free of holes. The sidewalls toward the rear of the house has holes in them.

House #2

Fans

Tunnel fan 1 is not working correctly because the shutter will not open, fan would come on

Tunnel fan 2 runs

Tunnel fan 3 runs, base is rotted out

Tunnel fan 4 not running

Tunnel fan 5 runs

Tunnel fan 6 runs

Tunnel fan 7 runs

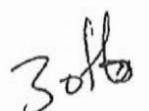
Tunnel fan 8 runs

Tunnel fan 9 runs

Heaters

The fifth heater from the front of the house is not working and heater #4 in the rear of the house is not working. All heaters need to be blown out and adjusted.

There are multiple lights out in the rear of the house causing a drastic difference from the front of the house and the rear of the house. Vent machine and tunnel machine are working but the tunnel doors need to be adjusted to close completely. The vents need to be gone through because there are some with broken hinges.


Perdue 001359

The tunnel doors need to be tightened and the material that is covering the tunnel opening on the house where the cool cells haven't been extended to needs to be free of holes. The doors need to be sealed all the way around the house. There are holes along the base of the walls where birds can get out and predators can get in at.

House 3

Fans

Tunnel fan 1 runs but the shutter doesn't close
Tunnel fan 2 runs but the shutter doesn't close
Tunnel fan 3 doesn't run properly because the shutter is stuck close
Tunnel fan 4 runs but the shutter doesn't close
Tunnel fan 5 doesn't run properly because the shutter is stuck close
Tunnel fan 6 doesn't work
Tunnel fan 7 runs
Tunnel fan 8 doesn't work
Tunnel fan 9 runs

Heaters

Heater 5 in the rear of the house is not working, all heaters need to be blown out and adjusted.

The tunnel cable was broken in this house. The tunnel doors need to be tightened and the material that is covering the tunnel opening on the house where the cool cells haven't been extended to needs to be free of holes. The dog house needs to be sealed up completely and the cool pads do not need to be falling out. The doors need to be sealed all the way around the house. The vents need to be gone through because there are some with broken hinges.

House 4

Fans

Tunnel fan 1 runs but doesn't close
Tunnel fan 2 runs
Tunnel fan 3 doesn't work
Tunnel fan 4 doesn't work properly because the shutter is stuck
Tunnel fan 5 doesn't work
Tunnel fan 6 doesn't work
Tunnel fan 7 runs but needs new bearings
Tunnel fan 8 runs
Tunnel fan 9 runs

Heaters

Yoh

Heaters 4&5 in the rear of the house do not work properly. Heaters 1&2 have a broken cable that holds them up from the ceiling. All heaters need to be blown out and adjusted.

There is tin coming off the roof in the front of the house. There is a decent size hole in the ceiling on a seam by the control room where insulation is starting to come down at. The attic access needs to be sealed up. One of the tunnel cable were broken as well. The vents need to be gone through because there are some with broken hinges. The tunnel doors need to be tightened and the material that is covering the tunnel opening on the house where the cool cells haven't been extended to needs to be free of holes.

House 5

Fans

Tunnel fan 1 doesn't work properly because the shutter doesn't open

Tunnel fan 2 runs

Tunnel fan 3 doesn't work

Tunnel fan 4 doesn't work

Tunnel fan 5 doesn't work, base is rusted out

Tunnel fan 6 runs

Tunnel fan 7 runs

Tunnel fan 8 runs but needs new bearings

Tunnel fan 9 runs

Heaters

Heaters 4&5 are not working properly, the house is missing the second heater from the front of the house. The heater need to be blown out and adjusted as well.

The vents need to be gone through because there are some with broken hinges. The tunnel doors need to be tightened and the material that is covering the tunnel opening on the house where the cool cells haven't been extended to needs to be free of holes. The tunnel cable is broken in the front of the house. Also, there is tin off the roof midway down the house behind the feed bins.

House #6

Fans

Tunnel fan 1 not working properly because the shutter won't open

Tunnel fan 2 doesn't work and tripped the breaker

Tunnel fan 3 runs but needs new bearings

Tunnel fan 4 doesn't work properly it barely spinning the blade

Tunnel fan 5 runs but the shutter doesn't close

Tunnel fan 6 doesn't work

Tunnel fan 7 runs

Tunnel fan 8 runs

Tunnel fan 9 runs

5 dfb

Heaters

Heater #4 doesn't work and the first heater in the front of the house doesn't work. All the heaters need to be blown out and adjusted.

The tunnel machine doesn't work and tunnel doors need to be tightened and the material that is covering the tunnel opening on the house where the cool cells haven't been extended to needs to be free of holes. The sidewall vents need to be adjusted so they close completely and properly. There is a water leak on the far side of the house near the cool cell it appears to be a supply line to the houses where it froze.

6086

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<input type="checkbox"/> Complete items 1, 2, and 3. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>Roger + Linda Parker</i>	
1. Article Addressed to: Roger + Linda Parker Hazel Lee Farm [REDACTED] Milledgeville, GA 31061		B. Received by (Printed Name) C. Date of Delivery 10/13/18	
2. Article Number (Transfer from service label) 7009 0080 0001 4535 2169		D. Is delivery address different from item 1? <input type="checkbox"/> Yes/ If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery	

9590 9402 3847 8032 4455 63

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

U.S. Postal Service	
CERTIFIED MAIL RECEIPT (Domestic Mail Only: No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE MILLEDGEVILLE, GA 31061	
Postage \$3.45 Certified Fee \$2.75 Return Receipt Fee (Endorsement Required) \$0.00 Restricted Delivery Fee (Endorsement Required) \$0.00 Total Postage & Fees \$6.91	0029 06 FORSYTH GA. Postmark Here OCT 16 2018 10/16/2018 31029
Sent to Roger + Linda Parker Street, Apt. No., or PO Box No. Milledgeville, GA 31061	

PS Form 3800, August 2006 See Reverse for Instructions

Roger D. Parker & Linda G. Parker
dba Hazel Lee Farm
[REDACTED]
Milledgeville, GA 31061

October 16, 2018

Dear Mr. & Mrs. Parker,

The purpose of this letter is to let you know that Perdue will place chickens at your farm, Hazel Lee Farm, as soon as certain repairs are made to the farm.

Flock visitation reports show that you were informed about issues with your fans at least three times, starting at placement. On September 11, your flock advisor checked the fans again. His findings indicate that 19 of your 54 fans were not working, dog houses are not sealed, there are holes in the tin that could allow chicks out or rodents in to houses. This is a short list of the findings from this flock and previous flocks. Unfortunately, your farm is not in a condition that is suitable for animal welfare.

On December 16, 2016 you signed the Poultry Producer Agreement. In Section II, part B you agree to the following:

To feed, water, care for and otherwise manage the birds consigned, to provide the necessary housing, utilities, equipment, labor and supplies and to maintain such housing and equipment in a state of good repair and operable condition.

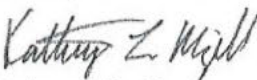
A copy of the Poultry Producer Agreement is attached to this letter.

To be compliant with the Poultry Producer Agreement, you will need to complete the following prior to the next placement is scheduled.

1. Repair and/or replace any fan that is not working. All fans must work correctly prior to scheduling placement.
2. Repair and/or replace any broken or missing fan shutters. All fans must work correctly prior to scheduling placement.
3. Repair and/or replace any heater that is not working. All heaters must work correctly prior to placement.
4. All propane tanks are 70% full.
5. Replace the missing cool cell pads. The entire tunnel area should have cool cells.
6. Repair the tunnel doors in House 2.
7. The dog houses where the cool cells are, need to be sealed up.
8. Patch holes in houses that would allow chicks to get out or wild animals to get into houses.
9. Clean, disinfect, and flush drinker lines.

Your cooperation is appreciated. Once you have these items completed contact me 478-258-1165 to schedule an inspection.

Thanks,


Kathryn Mizell

Growout Manager

File Copy

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POULTRY PRODUCER AGREEMENT

This AGREEMENT, made 12/16/16, between PERDUE FOODS LLC, a Maryland limited liability company, of Salisbury, Maryland, hereafter referred to as PERDUE, and Roger D. Parker & Linda G. Parker dba Hazel Lee Farm of 897 Hwy. 24 East Milledgeville, GA 31061, hereafter referred to as PRODUCER. In consideration of the mutual promises of PERDUE and PRODUCER, it is agreed as follows:

PURSUANT TO THE TERMS OF THIS AGREEMENT PRODUCER AGREES, AMONG OTHER THINGS, TO PROVIDE THE NECESSARY HOUSING AND EQUIPMENT; AND TO MAINTAIN SUCH HOUSING AND EQUIPMENT IN A STATE OF GOOD REPAIR AND OPERABLE CONDITION, TO COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS, AND CODES, AND TO PERFORM ITS SERVICES IN ACCORDANCE WITH PERDUE PROCEDURES AND SOUND FARMING AND GROWING PRACTICES.

ADDITIONAL CAPITAL INVESTMENTS. ADDITIONAL LARGE CAPITAL INVESTMENTS MAY BE REQUIRED OF PRODUCER DURING THE TERM OF THE AGREEMENT.

I. PERDUE AGREES:

- A. To consign available birds to PRODUCER to be raised for PERDUE.
- B. To provide and deliver to PRODUCER, or arrange to have provided and delivered to PRODUCER, feed, medications, vaccinations, and other supplies, which are necessary for the health and welfare of the birds consigned.
- C. To provide PRODUCER with an accounting of birds consigned and supplies provided under the terms of this Agreement.
- D. To compensate PRODUCER for services provided herein as provided for in the attached "PRODUCER PAYMENT SCHEDULE," set forth in **Attachment A**.
- E. To provide to PRODUCER upon request thereby statistical information and data regarding PRODUCER and used by PERDUE to determine compensation paid to PRODUCER by PERDUE under this Agreement, other than information that is or relates to a trade secret.

II. PRODUCER AGREES:

- A. To accept the birds when consigned and to raise the birds until removed at PERDUE's direction from the PRODUCER's farm.
- B. To feed, water, care for and otherwise manage the birds consigned, to provide the necessary housing, utilities, equipment, labor and supplies and to maintain such housing and equipment in a state of good repair and operable condition.

POULTRY PRODUCER AGREEMENT
June 2016

- C. To use only the feed, medications, vaccinations, and other supplies, which PERDUE has provided, or has arranged to be provided, to PRODUCER for the health and welfare of the birds consigned.
- D. To provide an alarm system to monitor electrical power failure and abnormal temperature levels within the poultry house(s) and to maintain the alarm system in operable condition at all times.
- E. To provide for prompt and proper disposal of all dead and cull poultry resulting from normal mortalities and/or catastrophic loss in a manner meeting the requirements of federal, state, and local laws, regulations and codes.
- F. To properly handle all used poultry litter in a manner meeting the requirements of federal, state and local laws, regulations and codes.
- G. To keep all records and other information required for the efficient and proper care of the birds consigned hereby including, but not limited to, records of mortality, water readings, generator logs and other audit requirements.
- H. To allow or maintain no other poultry, fowl, wild birds, exotic or domestic pet birds, caged or free running, on the premises and to rid the farm of all birds left on the farm on the same day of the final movement of birds. Furthermore, PRODUCER and PRODUCER's employees will not maintain, own or care for any other flocks, birds or poultry on any other premises unless approved by PERDUE.
- I. To notify PERDUE Flock Advisor immediately (within 24 hours) if any birds, for any reason, do not develop normally, or if there is any disease or parasitism noticeable within the flock, or if any situation exists which would have an adverse effect on the health or well-being of the flock or any part of the flock.
- J. To notify PERDUE Flock Advisor within 48 hours of any damage to PRODUCER's poultry houses or poultry house equipment caused by PERDUE.
- K. To sell or use any part of a flock only after a written agreement is reached between PERDUE and PRODUCER regarding any such sale.
- L. To provide properly maintained roads free of surface or overhead obstructions from the nearest county or state maintained road to and around PRODUCER'S poultry house(s) and to assume responsibility for all costs incurred if roads are not maintained properly or free of obstructions.
- M. To be present or represented when birds are delivered and during the catching and movement of each flock and to be responsible for proper house preparation prior to chick placement and chicken catching and movement, such preparation to include adequately raising or moving of equipment.

- N. To comply with any bio-security policies, audits, measures or guidelines required by PERDUE.
- O. To comply with any federal, state or local laws, regulations or codes applicable to PRODUCER, the services provided hereunder, the birds consigned and/or the property, buildings or equipment utilized in the performance of this Agreement.
- P. To comply with any federal, state or local laws, regulations, or codes applicable to PRODUCER'S environmental management, including, without limitation, nutrient management plans, operating permits, bird mortality, water quality and air quality.
- Q. To adhere to the instructions provided by PERDUE regarding feed and water withdrawal times prior to the catching of the flock.
- R. To provide care for the health and welfare of the flock in accordance with and adhere to the PERDUE Poultry Welfare and Bio-Security Programs.

III. OTHER TERMS

- A. PRODUCER shall perform the services hereunder using the skill, knowledge and discretion which PRODUCER possesses, informed by PERDUE's established procedures and otherwise sound farming and growing practices in accordance with industry standards.
- B. PRODUCER shall not take any action or refrain from taking any action that is likely to endanger the health and welfare of the birds consigned or otherwise result in food safety issues or concerns for PERDUE. Specifically, PRODUCER shall not administer or allow to be administered any substance to the flock, including, without limitation, use of any medication, vitamins, minerals, vaccines, disinfectant, insecticide, pesticide, rodenticide, fungicide, herbicide or other chemicals in or around the poultry houses unless authorized and instructed to do so in writing by PERDUE. If PERDUE incurs any loss, cost, expense or damage arising out of or related to PRODUCER's violation of this section, including, but not limited to expense of destroying live birds and the expense of recalling processed poultry meat PRODUCER will reimburse PERDUE for such loss, cost, expense or damage. Such damages may be offset against any payment due to PRODUCER by PERDUE.
- C. PRODUCER is the owner of the land, buildings, equipment utilized in the performance of this Agreement or that PRODUCER is in legal possession of said property and has the right and authority to use the same for the purposes of this Agreement.
- D. PERDUE may enter upon the premises of the PRODUCER where the flock is or shall be located to inspect the flock or facilities. If PRODUCER is not satisfactorily performing PRODUCER'S obligation under the Agreement to care for, treat and maintain the flock,

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or this Agreement has been terminated in accordance with its terms, PERDUE shall be fully authorized, without prejudice to any and all other legal rights and remedies it may have, to enter upon the premises of the PRODUCER where the flock is located, either to feed and care for the flock on PRODUCER's premises or to take immediate possession and to remove or dispose of said flock in such manner as PERDUE may see fit. In such event, PERDUE will be entitled to damages as set forth in Section III(B).

- E. If PERDUE enters upon the premises of the PRODUCER as permitted under D above, PERDUE may remove the flock, and/or undertake the maintenance, treatment, feeding, and care of the flock on the PRODUCER'S property, and/or do such other thing or things with reference to assuring the proper health and welfare of the flock as outlined by PERDUE'S established procedures. PRODUCER shall assume the costs for any necessary disbursements to accomplish such purposes.
- F. Title to each flock shall remain in PERDUE. PRODUCER shall not permit any lien, distraint, levy, or any other impairments to PERDUE'S title to the flock or flocks placed hereunder. PERDUE shall have the right to sell each flock consigned under this Agreement at any time without any liens, distraint proceedings, or charges whatsoever of creditors of PRODUCER.
- G. PRODUCER or a designee of PRODUCER shall have the right to be present at the weighing by PERDUE of any birds raised by PRODUCER under this Agreement, be present at the weighing of feed delivered under this Agreement, and observe the weights and measures used by PERDUE to determine the compensation due to PRODUCER under this Agreement.
- H. PERDUE has a performance improvement program ("PIP") and PRODUCER is subject to the PIP as provided herein. The terms and the performance improvement guidelines of the PIP, including, without limitation, factors considered when placing PRODUCER in the PIP, factors considered in determining if and when the PRODUCER is removed from the PIP (and placed back in good standing), and when the Agreement will be terminated as a result of the PIP, are set forth in **Attachment B**.
- I. PRODUCER understands and agrees that PERDUE will determine, in its sole and absolute discretion:
 - a. the breed of chickens PRODUCER will receive;
 - b. the number and density of chickens in each flock delivered to PRODUCER's farm;
 - c. the size, weight and age of the chicken to be produced;
 - d. the time for processing of each flock; and
 - e. the date, time and estimated interval of placement for future flocks.

Notwithstanding the foregoing, if any situation exists which would have an adverse effect on the health or well-being of the flock or any part of the flock, PRODUCER shall notify the PERDUE Flock Advisor as set forth in Section II(1).

- J. PRODUCER acknowledges and agrees that this Agreement will be retained by PERDUE in electronic file format only.

IV. PRODUCER'S INDEPENDENT CONTRACTOR STATUS

- A. PRODUCER'S obligations outlined in this Agreement are for purposes of providing service with respect to PERDUE'S poultry. Therefore, this is a service contract and not a contract of employment and PERDUE and PRODUCER are each independent contractors. Neither party, nor their agents or employees, shall be considered to be the employees of the other for any purpose whatsoever.
- B. PRODUCER is exclusively responsible for the performance of PRODUCER'S obligations under this Agreement. The employment, compensation, and supervision of any persons by PRODUCER in the performance of such obligations is a matter of PRODUCER'S sole discretion and responsibility. PRODUCER accepts full and exclusive liability for payment of any and all applicable taxes for workers' compensation insurance, unemployment compensation insurance, or old age benefits or annuities now or hereafter imposed by any governmental agency, as to PRODUCER and all persons as PRODUCER may engage in the performance of this Agreement. Said taxes shall be paid directly by PRODUCER and shall not be chargeable to PERDUE. PRODUCER agrees to hold PERDUE harmless from any liability with respect to any such taxes or other charges.

V. TERM; TERMINATION

- A. For the convenience of not having to initiate a new Agreement after each flock, this Agreement shall continue until the Agreement is terminated by either PERDUE or PRODUCER as provided herein.
- B. Either party may terminate this Agreement at any time for any reason, including default, provided that at least ninety (90) days prior written notice be given to the other party. The parties further agree that once written notice of termination is provided, PERDUE shall not be required to deliver chicks to PRODUCER'S farm during the 90-day time period once a flock is removed from PRODUCER'S farm.
- C. Any termination as a result of a default by a party shall not relieve the defaulting party of any liability to the other as a result of any default hereunder occurring prior to termination. In the event this contract is terminated by either PERDUE or PRODUCER, all amounts owing to PERDUE or PRODUCER will be payable immediately, or shall be paid as otherwise described in this Agreement. Notwithstanding any other provision of



this Agreement, the amounts due PRODUCER hereunder shall be the amounts calculated pursuant to the other provisions of this Agreement reduced by any and all amounts paid or advanced by PERDUE, at any time, to or on behalf of PRODUCER, and further reduced by any amounts chargeable to PRODUCER hereunder or owing from PRODUCER to PERDUE. Adjustments necessary because of such payments, advance, or amounts shall be made when appropriate.

- D. This Agreement may be immediately terminated by PERDUE at any time upon written notice to PRODUCER for any of the following reasons:
- a. PRODUCER abandons a flock or neglects to provide feed, water, proper house management or care, which abandonment, neglect or failure to provide care threatens the health and welfare or existence of a flock;
 - b. Death of PRODUCER;
 - c. PRODUCER uses abusive or threatening language to any PERDUE representative or threatens or causes physical harm to any PERDUE representative, or in any other way impedes or interferes with PERDUE representatives in the performance of their duties;
 - d. PRODUCER fails to comply with applicable federal, state or local laws, regulations or codes;
 - e. PRODUCER terminates its business as a producer for PERDUE;
 - f. PRODUCER transfers an ownership interest in its business without PERDUE's consent, has disposed of or attempted to dispose of a flock or attempts to encumber or mortgage a flock;
 - g. PRODUCER uses any feed, medications, vaccinations or other supplies other than those provided by PERDUE in violation of Sections II(C) and/or III(B);
 - h. PRODUCER becomes insolvent or has filed a voluntary petition for bankruptcy or an involuntary bankruptcy has been filed against PRODUCER, which petition has not been promptly discharged;
 - i. PRODUCER makes any public statements or comments regarding PERDUE or its brands that are false or defamatory;
 - j. PRODUCER's farm has been without chickens for more than one hundred eighty (180) days;

- k. PRODUCER fails to comply with the PERDUE Poultry Welfare and Bio-Security Programs;
 - l. Economic necessity for either or both parties ("Economic necessity" includes, but is not limited to, threat of economic and/or financial harm, impending bankruptcy, bankruptcy, and/or disease outbreaks);
 - m. PRODUCER allowing or maintaining poultry, fowl, wild birds, and/or exotic birds on the farm other than PERDUE's poultry; or
 - n. PRODUCER creating and/or contributing to a threatened and/or actual bio-security hazard.
- E. This Agreement may be immediately terminated by PRODUCER at any time upon written notice to PERDUE for any of the following reasons:
- a. PERDUE uses abusive or threatening language towards any of PRODUCER's or threatens or causes physical harm to any of PRODUCER's representatives, or in any other way impedes or interferes with PRODUCER's representatives in the performance of their duties;
 - b. PERDUE fails to comply with applicable federal, state or local laws, regulations or codes related to the performance of this Agreement;
 - c. PERDUE makes any public statements or comments regarding PRODUCER that are false or defamatory; or
 - d. Economic necessity for either or both parties ("Economic necessity" includes, but is not limited to, threat of economic and/or financial harm, impending bankruptcy, bankruptcy, and/or disease outbreaks).
- F. PRODUCER shall have a right to cancel this Agreement until 12:00 Midnight of the third business day after the day on which PRODUCER signs this Agreement. Notice of cancellation under this Section V(F) shall be given in writing by PRODUCER to PERDUE by certified mail, return receipt requested, which shall be posted before termination of the right to cancel under this Section V(F) to the following address:

Perdue Foods LLC
Attn: Live Production /Grow-out Management
PO Box 1537
Salisbury, MD 21802-1537



VI. COMPLAINT RESOLUTION PROCEDURE

- A. The procedures in this Section VI shall govern any and all complaints or disputes between PERDUE and PRODUCER arising out of, as a consequence of, for or by reason of, resulting from, or relating in any way to the formation, execution, performance, termination, revocation, cancellation, or expiration of this Agreement or any provisions thereof, including, but not limited to, all common law, equitable and/or statutory claims. The Complaint Resolution Procedure is as follows:

Step 1: The PRODUCER shall first present his or her complaint to the local PERDUE Flock Advisor within three (3) working days from the date of the alleged complaint or problem, or within three (3) working days from the date the PRODUCER becomes aware of an alleged complaint or problem, whichever occurs first. If the PERDUE Flock Advisor cannot immediately solve the problem, he or she will, in consultation with the Growout Manager and Live Production Manager, respond to PRODUCER'S complaint or problem within five (5) working days.

Step 2: If a satisfactory result has not been concluded by the procedure followed in Step 1, the PRODUCER shall call the PERDUE Director of Live Operations within three (3) working days of the unsatisfactory response to discuss the problem, citing the provision of this Agreement, which PRODUCER believes has been violated. Within three (3) working days of contacting the PERDUE Director of Live Operations, the PRODUCER shall confirm, in writing, his/her conversation with the Director of Live Operations, citing the provision of this Agreement, which PRODUCER believes, has been violated. The PERDUE Director of Live Operations will respond in writing to PRODUCER'S complaint within five (5) working days upon actual receipt of the written complaint. If a satisfactory result has not been concluded by the procedure followed in this Step 2, proceed to Step 3, as applicable. For all other complaints or disputes, Section VI's complaint resolution procedure has been exhausted.

Step 3: If a satisfactory result has not been concluded by the procedure followed in Step 2 **and the dispute regards a settlement or a payment pursuant to a settlement**, all complaints or problems regarding such settlement, payment pursuant to such settlement, and any documents utilized in support of the settlement, will be reviewed by a Peer Review Committee no later than ten (10) working days after the date of PERDUE'S response under Step 2. The Peer Review Committee shall consist of four (4) PERDUE producers who are situated in close geographical proximity to the aggrieved PRODUCER, and are not related to the aggrieved PRODUCER or otherwise interested in the finances under this Agreement. The Peer Review Committee members shall include two (2) PERDUE producers chosen by the aggrieved PRODUCER and two (2) PERDUE producers chosen by PERDUE. The Peer Review Committee shall make a non-binding written recommendation to PERDUE and the PRODUCER which will be distributed to PERDUE and the PRODUCER within three (3) working days of the meeting. PERDUE and the

PRODUCER will have five (5) working days to either accept or reject the Committee's recommendation. In the event the Committee does not agree on a recommendation, PERDUE Management will have the discretion to resolve the issue, taking into consideration the interests of both parties. If either PERDUE or the PRODUCER reject the Committee's recommendation or PERDUE Management's resolution, then the Parties have exhausted Section VI's complaint resolution procedure. Neither PERDUE nor the PRODUCER are required to accept the Committee's recommendation or PERDUE Management's resolution. If PERDUE and the PRODUCER agree upon the Committee's recommendation or PERDUE Management's resolution, such resolution of the complaint or dispute shall be reduced to writing and signed by PERDUE and the PRODUCER.

- B. The purpose of the Complaint Resolution Procedure is to establish an effective mechanism for the fair and equitable resolution of complaints and disputes between the parties. Therefore, except in cases of undue hardship, PRODUCER agrees to participate as a Peer Review Committee member, as described in the Complaint Resolution Procedure, to resolve disputes regarding settlements or payments pursuant to settlements involving other PERDUE Producers situated in close proximity to PRODUCER.

VII. MISCELLANEOUS TERMS

- A. Unless otherwise expressed in this Agreement, PERDUE and PRODUCER shall not be held responsible for damages to the other caused by delay or failure to perform hereunder when such delay or failure is due to fires, strikes, acts of God, legal acts of public authorities, or delays or defaults due to labor, feed, or fuel shortages, which are due to a natural disaster (including, but not limited to, fire, flood, windstorm, or hailstorm) which cannot be reasonable forecasted or protected against.
- B. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the maximum extent permissible under applicable law, so long as and to the extent that such enforceability does not materially adversely affect the mutual rights and obligations to the parties hereunder.
- C. Prior Agreements/Entire Agreement/Release. This Agreement supersedes, voids and nullifies any and all previous Poultry Producer Agreements and all other previous agreements governing the relationship between PRODUCER and PERDUE. THE PRODUCER AND PERDUE HEREBY RELEASE AND EXTINGUISH ANY AND ALL CLAIMS THAT THEY MAY HAVE AGAINST EACH OTHER UNDER OR ARISING OUT OF OR RELATED TO ANY AND ALL PREVIOUS POULTRY PRODUCER AGREEMENT(S), PERFORMANCE OR LACK THEREOF, AND/OR REPRESENTATIONS MADE BEFORE, DURING OR AFTER ENTERING INTO ANY PREVIOUS POULTRY PRODUCER AGREEMENT. This Agreement, and any Attachments hereto, constitute the entire

agreement between the parties, and those documents supersede all oral statements and other communications made before the execution of those documents. PRODUCER acknowledges that in entering into this Agreement and/or its Attachments, he/she has not relied upon any statements that are not contained in this document, and/or the Attachments hereto.

- D. No Modification Except in Writing. The parties agree that this Agreement and the Attachments hereto may not be modified except in writing signed by both PERDUE and PRODUCER.
- E. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland except to the extent that doing so is prohibited. Any action or proceeding brought by either party hereto that is related to this Agreement shall be brought in the state or federal courts of the United States located in the county in which the PRODUCER'S farm is located.
- F. By executing this Agreement PRODUCER represents and warrants that he/she has read and acknowledged the terms of this Agreement and has been afforded the opportunity to consult with third-parties including, but not necessarily limited to, attorneys, financial advisors, and family, before entering into this Agreement and Attachments. By signing this Agreement, PRODUCER represents, warrants and agrees that he/she has made an informed decision with respect to the Agreements and Attachments hereto.
- G. An electronic copy of this Agreement (such as a PDF version), when signed by the PRODUCER and PERDUE, will be considered an "original" document for all purposes.
- H. This Agreement is personal to the PRODUCER and is not transferable or assignable by PRODUCER without the written consent of PERDUE. Should PRODUCER sell or lease an ownership interest in his or her business, this Agreement will automatically terminate, unless PERDUE has consented to the assignment of this Agreement, and PRODUCER will make no representation that PERDUE will continue to supply the new owner or lessee with flocks. PERDUE will be under no obligation to supply PRODUCER's successor(s), assign(s), lessee(s) or new owner(s) with flocks. PERDUE may require, as a condition of the approval of the transfer of PRODUCER's farm, by sale, lease or other assignment, that this Agreement is assigned and accepted by PRODUCER's transferee.
- I. Each party agrees that it will not make use of the Confidential Information except in the performance of this Agreement, and will not disclose any of the Confidential Information. Further, each party will take all necessary and appropriate measures to protect and maintain the Confidential Information disclosed to it. As used herein, "Confidential Information" shall mean any and all oral or written information relating to PERDUE's or PRODUCER's processes, methodologies, financial and cost

information, and other related information and data. Confidential Information shall not include (i) information which at the time of disclosure is in the public domain, and (ii) after disclosure becomes part of the public domain through no violation of this section, or (iii) is acquired by the receiving party from a third person, provided that the receiving party does not know or have reason to know that such information was acquired by such third person under an obligation of secrecy involving the disclosing party or (iv) information required to be disclosed by court order or by law, or (v) information independently developed by a party. These obligations shall survive the termination of this Agreement.

- J. If more than one person is identified as the PRODUCER, the obligations of each such person hereunder shall be joint and several.
- K. **Liability and Indemnity of PRODUCER.** PRODUCER agrees to indemnify, defend, and hold PERDUE, its officers, employees, agents, and representatives harmless against any and all claims, damages, liabilities, losses, actions, and expenses, including injury to any employee of or to any property of PERDUE, proximately caused by negligent acts or omissions of PRODUCER or his agents, employees, sub-contractors or parties under its control, in the performance of PRODUCER's duties hereunder. PRODUCER further agrees to indemnify, defend and hold PERDUE harmless from and against any and all losses, claims, damages, and actions, including federal, state, or local administrative actions, rulings and all other actions of any nature whatsoever which are in any manner caused by or which result from the presence of the birds on the premises of PRODUCER, including, but not necessarily limited to matters involving emission complaints, disposal complaints, or pollution complaints, violation of law, and any negligent acts or omissions of PRODUCER in the performance of its obligations under this Agreement.
- L. **Liability and Indemnity of PERDUE.** PERDUE agrees to indemnify, defend, and hold harmless the PRODUCER from and against any claims, damages, liabilities, losses and expenses for personal injury or property damage (to property other than chicks or feed) proximately caused by negligent acts or omissions of PERDUE in the performance of its obligations under this Agreement.
- M. **THIRD PARTY PRODUCTS. PERDUE PROVIDES ANY THIRD PARTY PRODUCTS, SUCH AS MEDICINES AND VACCINES, "AS IS" AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS TO THOSE ITEMS, EXCEPT TO THE EXTENT PROVIDED BY MANUFACTURER.**
- N. **Exclusion of Incidental, Consequential, and Certain Other Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PERDUE NOR PRODUCER SHALL BE LIABLE TO ONE ANOTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, NOMINAL, CONSEQUENTIAL, EXEMPLARY OR NON-COMPENSATORY DAMAGES WHATSOEVER ARISING OUT OF**

OR IN ANY WAY RELATING TO THIS AGREEMENT AND/OR ATTACHMENTS, AND/OR THE PERFORMANCE OF THE PARTIES UNDER THIS AGREEMENT AND/OR ATTACHMENTS.

- O. DISCLAIMER AND WAIVER OF EXTRAORDINARY CLAIMS. SUPPLIER AND PRODUCER MUTUALLY DISCLAIM AND WAIVE THE RIGHT TO PURSUE AGAINST ONE ANOTHER ANY CLASS ACTION CLAIMS OR CAUSES OF ACTION OF WHATEVER NATURE OR KIND. SUPPLIER AND PRODUCER AGREE THAT EACH WILL PURSUE ANY CLAIMS OR CAUSES OF ACTION AGAINST THE OTHER ON AN INDIVIDUAL BASIS, AND WILL NOT LEAD, JOIN, OR SERVE AS A MEMBER OF A CLASS OR GROUP OF PERSONS BRINGING SUCH A CLAIM OR CAUSES OF ACTION.
- P. Choice of Venue. Any and all litigation between the parties that may be brought, or arise out of, in connection with or by reason of this Agreement and/or its Attachments shall be decided solely and exclusively in the state or federal courts of the United States located in the county in which the farm is located.

REVISED

Q. JURY WAIVER. IF ANY MATTERS IN DISPUTE ARE TRIED, THEY WILL BE TRIED BY A JUDGE. THE PARTIES WAIVE TRIAL BY JURY AND CONFIRM THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO THEIR BUSINESS TRANSACTIONS.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement on the day and year first above written.

PERDUE FOODS LLC

By: Jerry Maness (Seal)
Director of Live Operations

WITNESS

Chasia B.

WITNESS

Chasia B.

Ron D Park (Seal)
Producer

Yvonne D Park (Seal)
Producer

ATTACHMENT B

PERFORMANCE IMPROVEMENT PROGRAM

The Producer is subject to the following requirements:

1. Producer may be placed under the Performance Improvement Program ("PIP") if Producer's flocks fail to achieve Company's minimum standards of competitiveness.
2. For purposes of evaluating Producer competitiveness, Company will use the average of the Producer's Adjusted Prime Cost ("APC") calculation from the Producer's last six (6) consecutive flocks (the "Six Flock Average"). For purposes of clarification a Six Flock Average is determined before a Producer settles six (6) consecutive flocks. Specifically a Producer must have settled a minimum of three (3) consecutive flocks before a Six Flock Average is calculated and the Six Flock Average calculation is based on the average of the Producer's APC for such three (3) consecutive flocks. Thereafter, and until the Producer settles its sixth flock, an additional flock will be added to the calculation of the Six Flock Average. After the Producer reaches six (6) settled flocks, and thereafter, the Six Flock Average will be calculated based on Producer's last six (6) consecutive flocks.
3. When a Producer settles a flock and as a result reaches a Six Flock Average of a -0.0050 or worse (lower), the Producer will be placed in the PIP and be given a performance notice regarding Producer's placement into the PIP. Performance notices will be provided by Perdue's Grow Out staff at a meeting with the Producer and explaining Producer's current APC cost. Such meeting is an opportunity for the Producer in discussion with Perdue Grow Out to identify necessary actions for future flocks that may help to improve Producer's cost and flock performance and therefore may assist Producer in being removed from the PIP. These recommendations may include, if appropriate, new or upgraded equipment and other matters which may improve performance. After the meeting the Grow-out Manager and/or Live Production Manager will follow up with a certified letter to the Producer confirming Producer's placement into the PIP.
4. When a Producer settles a flock and as a result reaches a Six Flock Average of -0.0075 or worse (lower), the Producer will receive notice by certified letter stating that the Producer must meet one or more of the following criteria in order to maintain a Poultry Producer Agreement with Perdue:
 - a. Settle the notice flock with an APC of -0.0025 or better (greater);
 - b. Settle the notice flock so as to improve the Six Flock Average to better (greater) than a -0.0075; or
 - c. Settle the notice flock so that at least three (3) of the flocks within Producer's Six Flock Average settled with an APC of zero or better (greater).

5. Producer will be subject to termination if Producer fails to meet one or more of the criteria set forth in Paragraph 4 above. All settlements, records, and communications will be reviewed by the Director of Live Operations for the applicable complex before the Agreement is terminated pursuant to the PIP.
6. Producer will be removed from the PIP when Producer settles a flock and as a result reaches a Six Flock Average better (greater) than -0.0050.
7. Factors that are considered to be beyond the Producer's control may be reviewed and may not be considered when calculating a Producer's Six Flock Average standing with Perdue. Notwithstanding, any Producer that had a preventable disaster will be held accountable for the flock cost in the Six Flock Average calculation. In addition, and notwithstanding anything to the contrary in the Agreement or the PIP, a certified letter will be sent stating that if another preventable disaster occurs on the Producer's farm within 12 months of the above-referenced preventable disaster, the Poultry Producer Agreement will be terminated.

EXHIBIT F (BEING FILED UNDER SEAL)